

REQUEST FOR PROPOSAL



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

DATE ADVERTISED: **January 13, 2005**

RFP Title: **King County Drug Court Evaluation**

Requesting Dept./ Div.: **King County Office of Management & Budget**

RFP Number: **112-05RLD**

Due Date: **February 3, 2005 – no later than 2:00 P.M.**

Buyer: **Roy L. Dodman** roy.dodman@metrokc.gov, (206) 263-4266

There will be no pre-proposal for this RFP.

Sealed Proposals are hereby solicited and will **ONLY** be received by

King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598

Office Hours - 8:00 a.m. - 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax
Prime Proposer SEDB Certification number (if applicable - see Section II, Part 10 of this RFP)		

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding *King County Drug Court Evaluation* for the *King County Office of Management & Budget*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *seven (7) copies* of the proposal response, data or attachments offered, for *eight (8) items* total. The original in both cases shall be noted or stamped "Original".

Questions: Proposers will be required to submit any questions in writing prior to the close of business Tuesday, January 25, 2005 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov / *Secondary* – Cathy M. Betts, Buyer cathy.betts@metrokc.gov. Questions may also be sent via fax or mail to the address above.

SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Office of Management & Budget, all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be

negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.

- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer
(206) 263-4266
roy.dodman@metrokc.gov

or Cathy M. Betts / Buyer
(206) 263-4267
cathy.betts@metrokc.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel

should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- R. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- S. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

PART 1 - Mission of King County Drug Diversion Court

The mission of King County Drug Diversion Court is to combine the resources of the criminal justice system, drug and alcohol treatment and other community service providers to compel the substance-abusing offender to address his or her substance abuse problem.

PART 2 - Goals of the King County Drug Diversion Court Program

King County Drug Diversion Court has eight primary goals:

- A. Reduce substance use and related criminal activity.
- B. Enhance community safety.
- C. Reduce reliance on incarceration for non-violent drug dependant offenders.
- D. Hold drug dependent offenders accountable for their actions and decisions.
- E. Integrate substance abuse treatment with criminal justice case processing.
- F. Provide resources and support to assist the drug dependent offender in the acquisition of skills necessary for the maintenance of sobriety.
- G. Reduce the impact of drug related cases on criminal justice resources.
- H. Reward positive life changes while maintaining accountability for negative conduct.

PART 3 - Background

The King County Drug Diversion Court (KCDDC) is a pre-adjudication program that provides eligible defendants the opportunity to receive drug treatment in lieu of incarceration. Eligible defendants can either elect to participate in the program at which time they stipulate to the police report facts of their case, or proceed with traditional court processing.

After choosing to participate in the program, defendants come under the court's supervision and are required to attend treatment sessions, undergo random urinalysis, and appear before the drug court judge on a regular basis. If the defendants meet the requirements of each of the three levels of drug court, they graduate from the program and the charges are dismissed. If drug court defendants fail to make progress they are terminated from the program, are found guilty via their earlier stipulation, and sentenced on their original charge.

KCDDC was implemented in Seattle in August 1994. In March 2003 a drug court calendar was established at the Regional Justice Center in Kent.

KCDDC was the twelfth drug court to be implemented in the country. Currently, every state in the United States has at least one drug court, and approximately 1000 drug courts are in operation across the nation.

Drug Court case processing is efficient - a greater number of cases are heard in a shorter amount of time than in traditional case processing. This efficiency enables criminal justice agencies in King County to more effectively allocate resources.

PART 4 - Program Statistics

Since the program's inception (between August 1994 and May 5, 2004 - Seattle and Kent sites):

- 5,948 defendants have been referred to drug court;
- 3,071 defendants have opted into the drug court program;
- Of those who entered treatment, 350 are currently active in the program – 622 have graduated; and
- Approximately 178 cases have been referred to the Kent Drug Court, with 84 opting-in. The Kent program has been operational since March 1, 2003.

Of those that enter the program,

- 26% identified heroin as their first drug of choice
- 28% identify cocaine as their first drug of choice

- 50% report daily use of drugs
- 66% are unemployed
- 40% are without permanent residence

PART 5 - Eligibility Criteria

Attached as [“Exhibit A”](#)

PART 6 - Objective/Scope of the Evaluation

A. Overarching Objective

King County is seeking an independent, qualified and experienced consultant to conduct a process evaluation and develop a detailed design for periodic outcome evaluations of the KCDDC.

The overarching objective of the evaluation is to determine whether or not KCDDC is accomplishing its stated mission and goals in both the short and long terms and to develop a process for identifying, on an ongoing basis, program areas in need of improvement. This objective will be achieved through both a professional assessment of the program’s current policies and procedures and the development of an employable plan to gather baseline data and identify outcomes on an ongoing basis.

B. Project Structure

The project team will structure the project. The project team will be comprised of representatives from the judiciary, prosecution, public defense, drug court administration, treatment and county budget department.

C. Budget

The consultant budget established for the Scope of Work referenced in this RFP shall not exceed \$100,000. Travel-related expenses, including per diems, are included in the overall \$100,000 limit for this scope of work. All travel-related expenses, including per diems are subject to County approval, and paid at King County standard rates. A copy of the County’s reimbursement policy is available by contacting Roy L. Dodman at the phone number or e-mail address noted on pages 1 and 3 of the RFP.

PART 7 - Scope of Work

In alignment with the goals and vision of the King County Drug Diversion Court (see page 1, Goals of the King County Drug Diversion Court Program), the consultant will be required to deliver four products:

A. Process Evaluation

A Process Evaluation of current practices of the KCDDC to include:

- A current process flow analysis, including a review of KCDDC policies and case management practices from participant referral to termination /graduation;
- A “Best Practice” analysis comparing current KCDDC practices to other jurisdictions and a report on evidence-based research that corroborates or challenges current King County practices. Evaluation should specifically address the most appropriate frequency of review hearings given KCDDC’s population. KCDDC is also interested in recent research/best practices applying to known drug court post-adjudication models.

- Conclusions and Recommendations from Analysis:

Based on analysis and best practice research, recommend alternatives to the programming, structure, or case processing used by the KCDDC to improve the program’s ability to meet its stated mission and goals. A proposal of policies to improve retention, graduation and reduction of recidivism rates is specifically requested.

Recommended improvements should reflect cognizance of King County’s fiscal climate of declining resources.

B. Cost/Benefit Analysis

Determine how the cost of KCDDC compares to the cost of the traditional adjudication process.

Prepare an analysis of costs associated with participants entering KCDDC. Itemize at a minimum: costs of court, jail, prosecutor, defense, law enforcement, treatment, and case management.

Design a data collection tool to consider cost avoided factors/savings as determined reasonable by consultant and project team.

Cost avoided factors addressed by more recent studies and detailed in a Memorandum published by American University Drug Court Clearinghouse and to be considered include:

- Overall criminal justice costs associated with arrests, prosecution, adjudication and disposition of drug cases;
- Public health costs associated with drug-related physical illnesses, including costs for emergency room care, hospitalization, outpatient medical services, medications;
- Costs relating to lost productivity workplace accidents and absences and unemployment;
- Social welfare costs, including foster care and other support of family members;
- Costs related to specific impacts of drug use, including fetal alcohol syndrome and drug-exposed infants; IVU-related AIDS, Hepatitis and Drug-Related Tuberculosis, and
- A range of other costs resulting from drug use such as those incurred by crime victims, persons involved in car accidents and substance detox and other treatment services.

Determine benefits/costs associated with the sanctions that would have been applied to participants in drug court had they proceeded through the traditional adjudication process.

Upon examination of both costs and benefits of the KCDDC, determine how the cost of KCDDC compares to the cost of the traditional adjudication process.

C. Identification of Data/Characteristics

Identification of baseline data/characteristics to be collected on KCDDC participants on a year-to-year basis and the development of a reliable method to capture the data:

Data collected should allow a year-to-year comparison of the characteristics of the KCDDC population, and will support and inform the ongoing outcome evaluation by providing a means to match characteristics with outcomes.

Data/characteristics to include at minimum:

- Offender demographics (age, sex, marital status, children, race, income, education, housing);
- Criminal history (current criminal offense, jail time served while in the program, prior incarcerations and convictions, re-arrest or conviction for a crime while in the program or after program completion);
- Substance abuse history (choice of drug, frequency of use, age on onset, method of ingestion, substance abuse relapse while in the program);
- Substance abuse treatment history;
- Mental health history as available (mental health diagnosis, prescribed medications for mental health condition, history of treatment for mental health issues, history of mental health issues in family),

Develop for implementation a plan to enable the KCDDC to collect baseline data for participants entering KCDDC in the years following the initial collection of data.

D. Outcome Evaluation Design

An outcome evaluation design which can be used on an ongoing basis mid-term (1-2 years post-program completion), and long-term (3 -5 years post-program completion) to determine outcome impacts of KCDDC and its services, individually and collectively. The design and implementation plan should:

1. Establish performance and outcome measures for ongoing evaluation/status of programs, and the data collection elements for measuring outcomes Mid- and Long-Term.

2. Measure the extent to which the KCDDC has achieved the established goals of the program:
 - a. Reduce substance use and related criminal activity.
 - b. Enhance community safety.
 - c. Reduce reliance on incarceration for non-violent drug dependant offenders.
 - d. Hold drug dependent offenders accountable for their actions and decisions.
 - e. Integrate substance abuse treatment with criminal justice case processing.
 - f. Provide resources and support to assist the drug dependent offender in the acquisition of skills necessary for the maintenance of sobriety.
 - g. Reduce the impact of drug related cases on criminal justice resources.
 - h. Reward positive life changes while maintaining accountability for negative conduct.
3. Address, at a minimum, the following evaluation questions/outcomes:
4. Opt-In and Opt-Out Rates (for Baseline, Mid- and Long- Term):
 - a. How many defendants were referred to drug court?
 - b. Of those referred how many “opted-in”?
 - c. What is the reason for those choosing to “opt-out”?
5. Graduation and Non-Graduation Rates (for Mid-and Long-Term):
 - a. How many drug court participants completed the program to graduation?
 - b. For those not graduating, what is the reason for not-graduating?
 - c. If the reason is a violation of drug court, what is the rate of new offenses for those violating and what is the criminal justice impact of those violations e.g. jail time, new system filings.
 - d. For those graduating,
 - i. What is the rate of those committing a new offense?
 - ii. What is the time interval for those committing a new offense?
 - iii. How does recidivism of drug court participants compare to the recidivism for a comparison group in terms of rates of re-offense, severity of re-offense, and time to re-offense?

PART 8 - Selection Process and Qualification Evaluation

This RFP outlines the information necessary to understand the consultant selection process and the required documentation in submitting qualifications for this project.

After reviewing this RFP and subsequent to the question and answer period for this RFP, any firm that believes it has the necessary expertise and experience to successfully fulfill the described Scope of Work may apply for consideration by submitting a Letter of Interest and Statement of Qualifications (as detailed in the Evaluation Criteria section). Those interested parties submitting Letters of Interest and Statement of Qualifications shall be referred to as “Applicants”.

Each Applicant shall submit one (1) Letter of Interest with 6 copies, one (1) original Statement of Qualifications as detailed in the Evaluation Criteria section with 6 copies, and (1) original list of three references with 1 copies. Following receipt of Letters of Interest, Statements of Qualifications, and List of References, and at the County's sole discretion, the Selection Committee reserves the right to request additional information.

Each Applicant's Submittal will be evaluated by an evaluation committee. Applicants may be requested to make an oral presentation to the Committee as part of the selection process. The Committee will review and evaluate the submittals and oral presentations, using evaluation criteria set forth in this RFP. The Applicants will be ranked, and the committee may select a firm or firms based upon their submittal, or may choose to create a short list of firms and conduct interviews. Selected Consultants will then be awarded contracts based on the scope of work noted in this RFP. King County reserves the right to reject any and/or all Applicants.

PART 9 - Evaluation Criteria

The criteria below will be used to evaluate the Applicants' submitted Statement of Qualifications (total written points equals a maximum of 110 points, and 25 points for an optional oral interview, if applicable). Responses correspond to the appropriate letter/number.

- A. Qualifications and experience (25 points): The Applicant chosen for this project must have qualifications related to performance monitoring/measuring, program evaluation and data collection/analysis.
 - 1. In 3 pages or less, describe expertise of each staff member assigned to this project in the areas of performance monitoring/measuring, program evaluation, and data collection/analysis.
 - 2. In 3 pages or less, describe expertise of each staff member assigned to this project in developing and conducting program/project evaluations, including any experience with cost analysis, and recidivism impacts.
 - 3. In 3 pages or less, describe any other qualifications of the project members relevant to this RFP.
 - 4. Provide resumes for each staff member assigned to this project. Resumes should not exceed 3 pages each.
- B. Experience Evaluating Adult Criminal Drug Court Programs (10 points): In 3 pages or less, describe the experience and expertise of each staff member assigned to this project in the design and implementation of an adult criminal drug court evaluation.
- C. Design and Process Implementation Plan (35 points): The Applicant chosen for this project must have specific experience related to project planning to complete the detailed evaluation design, implementation plan for the design, and baseline evaluation.
 - 1. In 5 pages or less, describe your plan for the development and completion of the Scope of Services for this RFP, clearly delineating necessary tools, tasks, staff, timeframes and cost elements for each.
 - 2. Provide 2 past work products that represent similar work to the scope of work requested.
- D. Capacity to perform the work (15 points): In two (2) pages or less, describe your firm's capacity to complete the work, specifically identifying the timeline for completion, within the budget noted in the RFP, considering your firm's current and planned workload and hourly rates of the team members.
- E. References (15 points): Please provide three (3) references for which your organization has completed work similar to the scope of work requested.
- F. SEDB Incentive (10 points – see Part 10 of this RFP)
- G. Oral Interview (optional - 25 points): If an award is not made based solely on the written evaluations, interviews may be conducted with the top ranked Applicant or Applicants. If interviews are conducted, the final selection will be based on the total of the written evaluation and oral interview point totals.

PART 10 – King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of rating points in the award of King County competitively bid contracts for the acquisition of technical services. The program is open to all firms that are certified as an SEDB by King County's Business Development and Contract Compliance Office.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and

Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address: <http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the BDCC office at (206) 205-0711.

In the evaluation of proposals, ten points will be allotted for SEDB participation. King County will count only the participation of SEDBs that are certified by King County at the date and time of proposal submittal. After tabulation of the selection criteria points of all prime submitters, twenty (20) points shall be added to the score of all proposals that meet at least one of the two following sub-criterion:

1. If the Prime submitter is a SEDB firm that anticipates performing work for the entire contract unassisted and includes the SEDB certification number on page one of this submittal.
2. If the Prime submitter is not an SEDB but will use SEDBs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

SEDB Certification Number	Sub-Consultant Name	Contact Name / Phone	Work to be performed	Percentage of Total Hours

SEDB participation shall be counted only for SEDBs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SEDB has the management and technical expertise to perform using its own workforce and resources.

SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupation qualification;
 - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;

6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

PART 2: REQUIRED SUBMITTALS

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
 1. A Personnel Inventory Report on the form provided by the County.
 2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
 3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such

documents available to the County for inspection and copying upon request. If this contract involves federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

PART 4: REQUIREMENTS DURING WORK

A. Site Visits

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

SECTION IV - GENERAL CONTRACT REQUIREMENTS

PART 1: TERMINATION CLAUSES

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

PART 2: INDEMNIFICATION AND HOLD HARMLESS

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any

reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

PART 3: INSURANCE

The selected Consultant shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

PART 4: CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;

- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

PART 5: ASSIGNMENT/SUBCONTRACTING

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

- A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/finance/procurement/forms.asp>

- B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

SECTION VI - MAINTENANCE OF RECORDS/AUDITS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated

with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining if the combined financial assistance is equal or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

SECTION VII – REQUIRED FORMS

The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to cathy.betts@metrokc.gov or roy.dodman@metrokc.gov.

SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked “Original.”
- D. Seven (7) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.


URGENT – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
	King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
King County	
Bid No.	RFP 112-05RLD
Bid Title	King County Drug Court Evaluation
Due Date	
Vendor	

Exhibit A**KING COUNTY DRUG DIVERSION COURT**

516 Third Avenue, Room E-609

Seattle, WA 98104

(206) 296-7884

Fax: (206) 296-7885

**KING COUNTY DRUG DIVERSION COURT: SCREENING, REFERRAL AND ELIGIBILITY
(revised 9-04)**

- A. Screening: The King County Prosecuting Attorney's Office screens all police referrals for DDC eligibility.
- B. Referral: When the Prosecutor determines a defendant to be DDC eligible, the case is filed directly into DDC for arraignment.
 - 1. The court will not make exceptions to eligibility criteria. In cases where the prosecutor has deemed a defendant to be ineligible, a defendant may petition the court for acceptance to the program. In making a determination on the defendant's request, the court will consider only if drug court eligibility criteria was appropriately applied.
 - 2. There must be a reasonable basis to believe the defendant can successfully complete the DDC program after taking into consideration factors such as: the defendant's mental and/or physical health; past performance in DDC and living situation. The court will make the ultimate determination regarding eligibility when a "reasonable basis" for successful completion is in question.
- C. Eligibility: The eligibility criteria are published; not open to discretion by the defense bar, the prosecutor's office or the court (except as noted in Section I B,2) and will be adhered to strictly. Criteria were agreed upon by the Superior Court, the defense bar, the prosecuting attorney, chemical dependency experts, and law enforcement.
- D. Eligibility Criteria
 - 1. VUCSA Cases
 - a. Eligible Crimes:
 - 1) Possession of a Controlled Substance;
 - 2) Forged Prescription;
 - 3) Solicitation to Deliver a Controlled Substance;
 - 4) Delivery or Possession with Intent to deliver heroin, cocaine or marijuana.
(effective for crimes committed on or after March 16, 2004)
 - b. Conditions: Additionally, none of the following factors can be present.
 - 1) For Possession cases, the amount of drugs cannot be over 2.5 grams of cocaine or heroin and cannot be over \$100 worth of methamphetamine, marijuana, ecstasy, LSD, mushrooms, prescription drugs, or any other pill or liquid substance.
 - 2) Solicitation cases, the defendant cannot be in possession of more than .3 grams of cocaine or heroin.
 - 3) Delivery of heroin or cocaine cases:
 - Drugs sold cannot exceed .5 grams and/or total sale cannot exceed \$50.00.

- Cumulative value of heroin and cocaine, sold and possessed (valued at \$10 per .1 gram), together with cash found on suspect cannot exceed \$150.00.¹
- 4) Delivery of marijuana_cases:
- Drugs sold cannot exceed 7 grams, and/or the total sale cannot exceed \$20.00.
 - Cumulative value of marijuana sold and possessed (valued at \$20 per 7 grams) together with the cash found on the suspect cannot exceed \$120.00.
- 5) Possession with Intent (PWI) Cases (heroin or cocaine)
- Cumulative quantity of cash, cocaine and heroin may not exceed 1.5 grams, or \$150.00, inclusive of drugs and cash.
- 6) Possession with Intent (PWI) Cases (marijuana)
- Cumulative quantity of cash and marijuana cannot exceed 21 grams, or \$120.00, inclusive of drugs and cash.
- 7) Special Conditions Pertaining to Delivery and Possession with Intent Cases:
- The deliveries cannot occur on public transit or on a school bus; in public housing, in a school or in a civic center, and may not occur within a public park as defined in Prosecutor's Filing and Disposition Standards.
 - Deliveries cannot involve minors; there can be no indicia of promoting prostitution in the transaction.
 - Defendant cannot possess more than \$100.00 worth of methamphetamine, ecstasy, LSD, mushrooms, prescription drugs, or any other pill or liquid substance in addition to the delivery/possession with intent amount.
 - No demonstrable history of assaults against police officers.
 - Prior to considering eligibility under these conditions the prosecutor shall consider input from the arresting police officer regarding the candidate's appropriateness for drug court.
 - SODA (Stay Out of Drug Area) Orders –All defendants must agree to abide by SODA zone orders as a condition of entering Drug Court, and those local police departments, who have access to these orders, may enforce the same.
 - Recovery Readiness Program - All defendants will be required to successfully complete the Recovery Readiness Program, a 60-day, in-custody program. If a defendant fails to complete the RRP the Court has the discretion as to whether or not the defendant stays in the Drug Court program.
 - New Criminal Offenses – Defendants entering Drug Court with a delivery or PWI charge will be automatically terminated from Drug Court upon a probable cause showing of VUCSA Delivery or PWI occurring after entry into the Drug Court program.

¹ Example:

A defendant charged with selling .5 grams and possessing 1 gram is eligible.

A defendant charged with selling .5 grams and possessing \$110 is not eligible.

2. Class C Felonies

a. Qualifying Offenses:

- 1) Theft 2 (9A.56.040);
- 2) Forgery (9A.60.020);
- 3) Identity Theft (9.35.020);
- 4) Malicious Mischief 2 (9A.48.080);
- 5) PSP 2 (9A.56.160); and
- 6) Taking a Motor Vehicle (9A.56.070)

b. Restitution ***– Cases filed into DDC cannot have any indication that restitution would exceed \$1500 at opt-in. ***

*** Regarding Restitution – DDC will not graduate a person and dismiss the charge until the restitution he or she agreed upon is paid in full. To facilitate this, DDC will promote a participant to Level 2 after 20% of the amount is paid and to Level 3 after 50% of the amount is paid.

Graduation will occur after the restitution amount is paid in full.

When a defendant opts-in to DDC, a restitution order will be signed and the defendant will agree to restitution as a condition of DDC. If a defendant is terminated from DDC, a regular restitution order will be entered.

E. Rules and Requirements Governing Eligibility for DDC, **Applicable in All Cases.**

1. No prior adult sex or violent offenses, no matter how old, in the defendant's criminal history, as defined in [9.94A.030\(38\)](#) and [9.94A.030\(45\)](#).
2. No VUFA or Theft 2 offenses involving a Firearm in criminal history.
3. No felony assaults in criminal history.
4. A maximum of 2 prior domestic violence offenses in the defendant's criminal history in the past ten years, misdemeanor or felony.
5. A maximum of two Driving While Under the Influence convictions, including deferred prosecutions, within the past ten years.
6. No other pending non-DDC eligible cases.
7. Defendants currently on a Drug Offender Sentencing Alternative (DOSA) are excluded from DDC. Juvenile history may be considered at the discretion of the court.